This decision is an eminently satisfactory solution of a mooted question of law. The cases holding to the contrary (*Brown* v. *City of Cambridge*, 3 Allen 474; *Goss* v. *Ellison*, 136 Mass. 503; *Ry. Co.* v. *Sullivan*, 41 Pac. Rep. 501), seem to improperly assume that one joint tort-feasor is a party to a contract of release of another, when in fact he may have been entirely ignorant of it.

LETTERS—IMMATERIAL CORRESPONDENCE—BEST EVIDENCE.—KNAPP V. WING, 47 Atl. 1075 (Vt.).—Where the correspondence contained in letters is immaterial, and it is sought only to show the subject upon which they were written, the letters need not be produced as the best evidence.

This case, while an apparent exception to the general rule that in all cases the best evidence must be produced, might better be considered as falling under the rule that where the writing is not in issue, but merely collateral to it, parol evidence may be given covering the contents of the writing. *Coonrod* v. *Madden*, 126 Ind. 197.

LIFE INSURANCE—CAUSE OF DEATH—EXECUTION FOR CRIME.—BURT ET AL V. UNION CENT. LIFE INS. CO., 105 Fed. 419.—*Held*, that an action cannot be maintained to recover on a life insurance policy, where the insured was convicted of a capital crime and executed pursuant to the sentence of a court having jurisdiction, even though it was alleged that such conviction was erroneous.

It was held in *Society* v. *Bolland*, 4 Bligh (N. R.) 194, 211, and in *Retter* v. *Ins. Co.*, 169 W. S. 139, that a policy on the life of one executed for a capital crime was void on the ground of public policy. Here the court has extended the doctrine by declaring that even though the insured were innocent or insane as alleged, yet that fact could not be entertained after his execution, because it would tend to wager on the miscarriage of justice.

MARRIAGE—LEGITIMATIZED ISSUE.—TOWNSEND V. VAN BUSKIRK, 68 N. Y. Supp. 512.—Cohabitation and an agreement to live as husband and wife, together with a public acknowledgment of such relation, constitutes a valid marriage and legitimatizes their offspring, in accordance with an enactment providing that illegitimate children shall be legitimatized by a subsequent intermarriage of their parents.

In many States, laws have been passed, providing that illegitimate children shall be legitimatized by a subsequent intermarriage of their parents, but a legal and formal marriage has generally been regarded as necessary to bring about such a result. The present case goes somewhat further and extends the doctrine to the legitimatization of children by a common-law marriage.

MASTER AND SERVANT—INJURY TO SERVANT—RAILROADS—SEMAPHORE WIRES.—FLUTTER V. NEW YORK, C. & ST. L. R. CO., 59 N. E. 337 (Ind.).—Plaintiff, a brakeman, running alongside train at night in the discharge of his duties, tripped on semaphore wires stretched across track seven inches from ground, and was injured. He was acquainted with the surroundings and with semaphore switches. *Held*, defendant was liable for negligence in not providing a reasonably safe place for plaintiff's work.

As a general rule, the servant who continues in employment assumes all incidental risks of which he is aware. *Deforest* v. *Jewett*, 88 N. Y. 264. But there are many cases in which railroad *employés* who knew of open culverts, defective roadbeds, etc., but whose duties prevented them from avoiding these defects, have recovered damages, as in this case, for not being provided a reasonably safe place wherein to work. *Snow* v. *Railroad Co.*, 8 Allen 441; *Gardner* v. *Railroad Co.*, 150 U. S. 349; *Plank* v. *Railroad Co.*, 60 N. Y. 607; *Franklin* v. *Railroad Co.*, 37 Minn. 409.